UNITED STATES BANKRUPTCY COURT DISTRICT OF OREGON

In re) Case No) NOTICE OF MOTION FOR RELIEF) FROM (Check all that apply):
Debte	or(s)) AUTOMATIC STAY IN A CHAPTER 7/13 CASE
I.		OU ARE NOTIFIED that a Motion was filed by, the moving rty, for (Check all that apply):
		Relief from the automatic stay protecting the debtor(s) and debtor's property, as provided by 11 USC §362. Relief from the stay protecting the codebtor, whose name and service address are:
		and codebtor's property as provided by 11 USC §1301.
II.		copy of the Motion is attached. The name and service address of the moving party's attorney (or moving party, if no orney) are:
III.	of t	ou wish to resist the Motion, you must, within 14 days of the service date shown below, file the following with the Clerk the U.S. Bankruptcy Court [NOTE: if you mail or have a courier deliver the Response to the Court for filing, you must all it or initiate the delivery sufficiently before the deadline so that it will actually be received at the Court on time.]
	A.	A written response that states the facts supporting the opposition to the Motion by filling in the applicable "Response" portions on a copy of the original Motion. [NOTE: If the Response will be electronically filed, the Response must be prepared using the "fillable" pdf version of the original Motion unless the Motion was filed on paper and could not be electronically obtained from the movant];
<u>And</u>	B.	A fully completed Notice of Hearing using <u>Local Form #721</u> , including the date and time of the hearing. Available hearing dates and times are posted on the Court's website at <u>www.orb.uscourts.gov</u> under the "Hearings" heading. If you do not have internet access, please call the Court at (503) 326-1500 or (541) 431-4000 and press "0" to obtain the required forms and hearing information from a Court clerk.
IV.		ilure to Respond and Serve Proper Notice of Hearing. If you fail to file a timely response and a proper Notice of earing, then either:
	A.	The automatic stay will expire as to the debtor(s) pursuant to 11 USC §362(e) 30 days after the Motion was originally filed, and/or the stay protecting the codebtor will automatically expire pursuant to 11 USC §1301(d) 20 days after the date the Motion was originally filed;
<u>Or</u>	B.	The Court may sign an ex parte order, submitted by the moving party on <u>Local Form #720.90</u> , granting relief from the debtor stay and/or codebtor stay.
		Clerk, U.S. Bankruptcy Court [NOTE: If the 5-digit portion of the Case No. begins with "3" or "4", mail to 1001 SW 5th Ave. #700, Portland OR 97204; <u>OR</u> if it begins with "6" or "7", mail to 405 E 8 th Ave #2600, Eugene OR 97401.]
		hat: (1) The Motion was prepared using the Court's "fillable" PDF version of Local Form #720.80; and (2) that on I served copies of this Notice and the Motion on the Debtor(s), any codebtor at the address listed above, Trustee, stee, members of any committee elected pursuant to 11 USC §705, and their respective attorneys.
		Signature of Moving Party or Attorney (OSB#)

720 (12/1/13)

UNITED STATES BANKRUPTCY COURT DISTRICT OF OREGON

In re)	Case No			
			(CHECK ALL APPL Ch. 7/13 Motion DEBTOR Filed by Credito	n for Relief from É Chapter 13 CODEE or:	•	
Debto	or(s))		ay Motion filed by Re		
	, ,	Encumbrances, De	escription and Value			or)
а	. Description of collat	teral (car model, ye	ar, VIN, property addre	ess):		
b	. Amount of debt: \$_	co	onsisting of principal: \$	5; in	terest: \$; other:
c.	. Description, amount debtor's schedules		r encumbrances on col ER:	llateral. If not known,	include applicable inf	ormation from
	Total debt secured	by collateral (total 1	I.b. + 1.c.): \$			
d	. Value of collateral: Equity in collateral:	\$ \$	_, after deducting \$	liquida	ation costs.	
е	. Current monthly pay	yment: \$.			
f.	If Chapter 13:					
	(1) \$	postpetition def	ault consisting of (e.g.,	\$ payments, \$_	late charges, \$_	fees):
	(2) \$	prepetition defa	ult consisting of am	nounts specified in pr	oof of claim, or, co	onsisting of:
RESF		cific items disputed	and specify what you leted by respondent):	contend are the pert	inent facts including	why there is a

720.80 (12/1/14)

2.	Relief from stay should be granted because (check all that apply): (To be completed by creditor) Lack of adequate protection because of failure to make sufficient adequate protection payments and lack of a sufficient equity cushion. Lack of insurance on collateral.
	No equity in the collateral and the property is not necessary for an effective reorganization. Failure of debtor to make Chapter 13 plan payments. Failure of debtor to make payments to secured creditor required by ¶4 of Chapter 13 plan.
	Other (describe):
си	ESPONSE (Specify why relief from stay should be denied. If respondent proposes to cure a postpetition default, detail the re by attaching a proposed order using Local Form (LBF) #720.90 available at www.orb.uscourts.gov under Forms/Local rms) (to be completed by respondent):
3.	Background (To be completed by creditor)
	a. Date petition filed: Current Chapter: (7 or 13) If 13, current plan date Confirmed: Yes No If 13, treatment of creditor's prepetition claim(s) in plan:
	If 7, debtor has has not stated on Local Form (LBF) #521 or #521.05 that debtor intends to surrender the collateral.
	 b. Creditor has a lien on the collateral by virtue of (check all applicable sections and also see ¶6 below): Security agreement, trust deed or land sale contract dated, and, if applicable, an assignment of said interest to creditor. The security interest was perfected as required by applicable law on Retail installment contract dated, and, if applicable, an assignment of said interest to creditor. The security interest was perfected on the certificate of title on Other (describe):
RE	ESPONSE (Identify any disputed items and specify the pertinent facts) (to be completed by respondent):
4.	Request for Relief from Codebtor Stay (Only Chapter 13)
	a, whose address is, is a codebtor on the obligation described above, but is not a debtor in this bankruptcy.
	, is a codeptor on the obligation described above, but is not a debtor in this bankruptcy.
	b. Creditor should be granted relief from the codebtor stay because (check all applicable boxes): codebtor received the consideration for the claim held by creditor, debtor's plan does not propose to pay creditor's claim in full, creditor's interest would be irreparably harmed by continuation of the codebtor stay as a result of the default(s) described above and/or because:

RESPONSE (Identify any disputed items and specify the pertinent facts) (to be completed by respondent):
5. Other Pertinent Information (To be completed by creditor, if applicable):
RESPONSE (Identify any disputed items and specify the pertinent facts) (to be completed by respondent):
6. Relief Requested (check all applicable sections): (To be completed by creditor) Creditor requests relief from the automatic stay to allow it to foreclose its lien on the above identified collateral, an if necessary, to take appropriate action to obtain possession of the collateral. Creditor has a security interest in real property and requests relief from stay with respect to an act against such proper and that the relief be binding in any other bankruptcy case purporting to affect such real property filed not later than years after the date of the entry of an order granting this motion. (If you check this box, you must complete ¶5 above to support this request. If you do not do so, the Court will not grant relief binding in any other bankruptcy case.) Creditor requests that the 14-day stay provided by FRBP 4001(a)(3) be waived based on the following cause: Other (describe and explain cause):
RESPONSE (Identify any disputed items and specify the pertinent facts. If respondent agrees to some relief, attach a propose order using Local Form (LBF) #720.90 available at www.orb.uscourts.gov under Forms/Local Forms) (to be completed by respondent):

7. Documents:

CREDITOR/ATTORNEY

If creditor claims to be secured in ¶3.b. above creditor has attached to and filed with this motion a copy of the documents creating and perfecting the security interest, if not previously attached to a proof of claim.

If this case is a Chapter 13 case and the collateral as to which creditor seeks stay relief is real property, creditor has attached to and filed with this motion a postpetition payment history current to a date not more than 30 days before this motion is filed, showing for each payment the amount due, the date the payment was received, the amount of the payment, and how creditor applied the payment.

RESPONDENT requests creditor provide Respondent with the following document(s), if any marked, which are pertinent to this response:

Postpetition payment history if not required above.

Documents establishing that creditor owns the debt described in ¶1 or is otherwise a proper party to bring this motion. Other document(s) (specific description):

RESPONDENT **DEBTOR**/ATTORNEY (by signing, the

OSB#:

	respondent also certifies that [s]he has not altered the information completed by creditor)
Signature:	Signature:
Name:	
Address:	
Email Address:	Email Address:
Phone No:	
OSB#:	OSB#:
	RESPONDENT CODEBTOR/ATTORNEY (by signing, the respondent also certifies that [s]he has not altered the information completed by creditor)
	Signature:
	Name:
	Address:
	Email Address:
	Phone No:

YOU ARE HEREBY NOTIFIED THAT THE CREDITOR IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Multistate

NOTE



JANUARY 26, 2004

[Date]

1335 NE 118TH AVE, PORTLAND, OR 97220

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means SUNTRUST MORTGAGE, INC.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED EIGHTY NINE AND 00/100

Dollars (U.S. \$ 128, 189, 00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX percent (6,000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument" The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on MARCH, and interest remaining on the first day of FEBRUARY, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at SUNTRUST MORTGAGE, INC., P.O. BOX 79041,
BALTIMORE, MD 21279-0041 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S.\$ 768.56. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95

- 1R (0210) 0 1

VMP Mortgage Solutions (800)521-7291

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Initials PM

C1001R1 (8/03)



6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due, "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

(Seal)	Ramon Martinez	(Seal)
-Borrower	RAMON MARTINEZ	-Borrower
(Seal)		(Seal)
-Borrower		-Borrower
(Seal)		(Seal)
-Borrower	-	-Borrower
(Seal)		(Seal)
-Borrower		-Borrower

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C1001R2 (8/03)

Until'a change is requested all tax statements shall be sent to the following address.

Recorded in MULTNOMAH COUNTY, OREGON

C. Swick, Deputy Clerk

ATLJH

WHEN RECORDED MAIL TO SUNTRUST MORTGAGE, INC. 1001 SEMMES AVENUE

RICHMOND, VIRGINIA 23224

ATTN: RVW 5093

Total: 66.00

2004-015425

10

01/30/2004 02:58:28pm

TAX ACCOUNT NUMBER

- [Space Above This Line For Recording Data]

C18

State of Oregon

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 26, 2004
The Grantor is
RAMON MARTINEZ

("Borrower"). The trustee is DAVID E. FENNELL

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

SUNTRUST MORTGAGE, INC.

("Lender") is organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA , and has an address of 901 SEMMES AVENUE, RICHMOND, VA 23224

. Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED EIGHTY NINE AND Dollars (U.S. \$ 128, 189.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01, 2034

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this

FHA Oregon Deed of Trust with MERS - 4/96

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Amended 2/98

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Initials RM

VMP Mortgage Solutions (800)521-7291

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Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in MULTNOMAH

County, Oregon:

SEE ATTACHED EXHIBIT "A"

Parcel ID Number: R154520

which has the address of 1335 NE 118TH AVE

[Street]

[C1ty], Oregon 97220

[Z_{1p} Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands,

subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and

interest on, the debt evidenced by the Note and late charges due under the Note.

Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as

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they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

<u>Second</u>, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear

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excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not

permitted by regulations of the Secretary.

- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The

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notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the

person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 20. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 21. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

22. Riders to this Security Instrument, amend and supplement the covenants are of this Security Instrument, [Check applement to the covenant are of the security Instrument. [Check applement to the covenant are of the security Instrument. [Check applement to the covenant are of the security Instrument. [Check applement to the covenant are of the security Instrument. [Check applement to the covenant are of the security Instrument. [Check applement to the covenant are of the covenant	the covenants of each such rider and agreements of this Security Inst	
Condominium Rider Planned Unit Development Rider	Growing Equity Rider Graduated Payment Rider	Other [specify]

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BY SIGNING BELOW, Borrower accepts and ag and in any rider(s) executed by Borrower and recorded Witnesses:		irity Instrument
	RAMON MARTINEZ	(Seal)
		(Seal)
(Seal) -Borrower		(Seal)
(Seal) -Borrower		(Seal)
(Seal)		(Seal)

-Borrower

-Borrower

STATE OF OREGON,

Multhanan

County ss:

On this 24th day of Survey, sold, personally appeared the above named

and acknowledged

the foregoing instrument to be his/her/their voluntary act and deed.

My Commission Expires:

Before me:

Shippley m Shippley

Comm# 331562

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The North one-half of the East one-half of Lot 12, EDISON, in the City of Portland, County of Multnomah and State of Oregon.

Multnomah County Official Records R Weldon, Deputy Clerk

2012-143504

11/07/2012 09:02:10 AM

1R-MTG ASGT Pgs=1 Stn=25 ATLJH \$5.00 \$11.00 \$10.00 \$15.00

\$41.00

When Recorded Return To: SunTrust Mortgage, Inc. C/O NTC 2100 Alt. 19 North Palm Harbor, FL 34683

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to SUNTRUST MORTGAGE, INC., WHOSE ADDRESS IS 1001 SEMMES AVE., RICHMOND, VA 23224 (800)786-8787, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)..

Said Deed of Trust dated 01/26/2004, and executed by RAMON MARTINEZ whose address is 1335 NE118TH AVE, PORTLAND, OR 97220 to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SUNTRUST MORTGAGE, INC. and recorded on 01/30/2004 in Book , Page , as Instrument # 2004-015425 in the office of the Recorder of MULTNOMAH County, Oregon.

Dated this 06th day of November in the year 2012. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS

DERRICK WHITE ASST. SECRETARY

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 06th day of November in the year 2012, by DERRICK WHITE as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS, who, as such ASST. SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

ELIZABETH A. MUSTARD - NOTARY PUBLIC COMM EXPIRES: 08/27/2015

Elizabeth A. Mustard Notary Public State of Florida My Commission # EE 088429 Expires August 27, 2015 Bonded Thru Notary Public Underw

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



Post-Petition Payment History

				AMOUNT	AMOUNT	AMOUNT		
			AMOUNT	APPLIED	APPLIED	APPLIED TO	TOTAL	
TRANSACTION	AMOUNT	DATE FUNDS	APPLIED	TO	TO	FEES	AMOUNT	
DATE	RECEIVED	APPLIED	TO PRINCIPAL	INTEREST	ESCROW		APPLIED	SUSPENSE
06/14/2013	1057.36	06/01/2013	222.31	546.25	273.20	15.60	1057.36	
07/30/2013	1057.36	07/01/2013	223.42	545.14	273.20	15.60	1057.36	
10/08/2013	2114.72	08/01/2013	224.54	544.02	273.20	15.60	1057.36	1057.36
10/09/2013	1057.36	09/01/2013	225.66	542.90	273.20	15.60	1057.36	-1057.36
12/03/2013	2114.72	10/01/2013	226.79	541.77	273.20	15.60	1057.36	1057.36
12/06/2013	1057.36	11/01/2013	227.93	540.63	273.20	15.60	1057.36	-1057.36
01/30/2014	1057.36	12/01/2013	229.07	539.49	273.20	15.60	1057.36	
03/04/2014	1057.36	01/01/2014	230.21	538.35	273.20	15.60	1057.36	
03/31/2014	1057.36	02/01/2014	231.36	537.20	273.20	15.60	1057.36	
04/29/2014	1057.36	03/01/2014	232.52	536.04	273.20	15.60	1057.36	
05/29/2014	1057.36	04/01/2014	233.68	534.88	273.20	15.60	1057.36	
06/23/2014	1057.36	05/01/2014	234.85	533.71	273.20	15.60	1057.36	
07/10/2014	1057.36	06/01/2014	236.02	532.54	273.20	15.60	1057.36	
08/25/2014	1057.36	07/01/2014	237.20	531.36	273.20	15.60	1057.36	
09/26/2014	1057.36	08/01/2014	238.39	530.17	273.20	15.60	1057.36	
10/30/2014	1057.36	09/01/2014	239.58	528.98	273.20	15.60	1057.36	
11/28/2014	1044.76	10/01/2014	240.78	527.78	260.60	15.60	1044.76	
12/26/2014	1044.76	11/01/2014	241.98	526.58	260.60	15.60	1044.76	
01/27/2015	1044.76	12/01/2014	243.19	525.37	260.60	15.60	1044.76	
TOTAL:	\$22,166.76		\$4,419.48	\$10,183.16	\$5,153.00	\$296.40	\$20,052.04	\$0.00



Honorable Judge Peter C McKittrick RCO LEGAL, P.S. 1 13555 SE 36th St., Ste. 300 Chapter 13 Bellevue, WA 98006 2 Phone: 425.458.2121 3 Fax: 425.458.2131 www.rcolegal.com 4 5 UNITED STATES BANKRUPTCY COURT DISTRICT OF OREGON 6 7 In re Case No. 13-33138-pcm13 8 Ramon Lopez-Martinez, dba T&M DECLARATION IN SUPPORT OF MOTION FOR Maintenance, LLC 9 RELIEF FROM AUTOMATIC STAY 10 11 Debtors. 12 I, Reginald Whitfield, declare: 13 14 of SunTrust Mortgage, Inc. ("SunTrust") 15 and am authorized to sign this declaration on behalf of SunTrust. This declaration is provided 16 in support of the Motion for Relief from Stay (the "Motion") filed contemporaneously herewith. 17 2. As part of my job responsibilities for SunTrust, I have personal knowledge of and am 18 familiar with the types of records maintained by SunTrust in connection with the loan that is the 19 subject of the Motion (the "Loan") and the procedures for creating those types of records. I 20 have access to and have reviewed the business records and files of SunTrust that pertain to the 21 Loan and extensions of credit given to the Debtor concerning the property securing such Loan. 22 3. The information in this declaration is taken from SunTrust's business records regarding the Loan. The records are: (a) made at or near the time of the occurrence of the matters recorded 23 by persons with personal knowledge of the information in the business record, or from 24 information transmitted by persons with personal knowledge; and (b) kept in the course of 25 SunTrust's regularly conducted business activities. It is the regular practice of SunTrust to 26 create and maintain such records. 27 28 13555 SE 36th St., Ste. 300 Declaration in Support of Motion For Relief From Bellevue, WA 98006 Stay Phone: 425.458.2121

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- 4. The Debtor, Ramon Martinez has executed and delivered or is otherwise obligated with respect to the attached Promissory Note dated January 26, 2004 (the "Note"). Pursuant to the attached deed of trust, (the "Deed of Trust"), all obligations of the Debtor under and with respect to the Note and the Deed of Trust are secured by the property referenced in the Motion.
- 5. As of March 10, 2015, there are one or more defaults in paying pre-petition arrears and/or post-petition amounts due with respect to the Note. Such default is a basis under the Deed of Trust for the right to foreclose on the property.
 - 6. As of March 10, 2015, the unpaid principal balance of the Note is \$104,829.92.
- 7. The following chart sets forth those post-petition payments, due pursuant to the terms of the Note, that have been missed by the Debtor as of March 10, 2015:

Number of Missed Payments	<u>From</u>	To	Missed Principal and Interest	Missed Escrow (if applicable) ¹	Monthly Payment Amount	Total Missed Payments
3	1/1/2015	3/1/2015	\$768.56	\$276.20	\$1,044.76	\$3,134.28
Less post-p		l payments (su	spense balance):			(\$.00)

Total: \$3,134.28

- 8. Upon information and belief, as of March 10, 2015, the unpaid amount of the prepetition arrearage due is \$43.38.2
- 9. As of March 10, 2015 the total post-petition arrearage/delinquency and amount necessary to cure the post-petition default alleged in the Motion is \$3,134.28, consisting of (i) the foregoing total of missed post-petition payments in the amount of \$3,134.28. plus (ii) the post-petition fees and advances for taxes and insurance in the amount of \$0.00.

¹ The total of missed post-petition payments for this loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, SunTrust will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total postpetition arrearage/delinquency is qualified accordingly.

² This amount reflects amounts due and not yet received from Chapter 13 trustee distribution on the applicable proof of claim for pre-petition arrears. For Chapter 7, this amount reflects the arrears due at the time of filing. Additional information regarding this amount is available upon request.

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